


United States Bankruptcy Court for the:

_____ District of new jersey
(State)

Case number (if known): 3:25-bk-11192 Chapter 7

FILED
JEANNE A. NAUGHTON, CLERK
FEB 13 2025
U.S. BANKRUPTCY COURT
TRENTON, NJ
BY  **DEPUTY**

RUTH T. MCLEAN INTER ESTATE BUSINESS TRUST.

by: ruth t mclean, u/d/t, agent.

c/o: rr 143 hampshire drive
plainsboro, new jersey.

claim pursuant to clearfield doctrine,
suit pursuant to 11 u.s.c. 502a (c)(2) **allowance of
claims or interests,**
**claim allowed under 11 u.s.c. 506 (a)(1)determination
of secured status.**

**11 u.s. code § 501 (a) - filing of proofs of claims or
interests** other equitable relief i am entitled to.

Pursuant to rule 11 u.s.c. §105 Extension of time.

Judiciary Act 1789- Want of form.

Pursuant to 11 u.s.c. §107 Public Access to Papers, this
herein claim Protection as confidential trade secrets.

LIQUIDATE/EXTINGUISH DEBT.

VIDA VOCA.

2. venue: IRM 5.9.1.3 (09-10-2010)

**the bankruptcy court: jurisdiction: bankruptcy courts generally have jurisdiction over all
matters concerning payment of a debtor's financial obligations under the bankruptcy code
and administration of the bankruptcy estate. bankruptcy judges: article 1 of the united states
constitution.**

**Cause of action stems for Debtor(s) failure to pay their financial obligations, cognizable by this
court.**

comes now RUTH T MCLEAN, Private living Estate Business Trust, by her beneficiary ruth t
mclean, petitioner/claimant with the clean hands, by the negative avernment, quo warranto,
motion for a more definitive statement ask the following

No debt owed to debtor(s)- Trustee. I never got the pre-paid advance proceeds disbursed to me for construction/personal use from the debtor(s), for the 170,000(one hundred seventy thousand dollars) Note I delivered dated 11/21/2016.

I certify under penalty of perjury I own the home free and clear delivered it as Grantor for collateral to secure the Note for my benefit and enjoyment, for the construction/personal loan, as shown on the application documents. Trustee/debtor duty to perform and disburse the pre-paid advance proceeds were never disbursed to me by the debtor(s).

They have dishonored the Note, breached the agreement and failed to perform.

The Notary Protest, sent 4th March, 2024 was used to settle the dispute, asking for them to honor their duty to perform, or they could have sent back the Note.

Debtor failed to honor the Notary Protest, choosing instead to default and not answer, making it a judgement. Which I am here to execute and enforce.

Debtor(s)/trustee Chartered as federal home loan bank, governed pursuant to Title 12 U.S.C. 1431(a), with powers and duty to borrow money and pay interest and credits to payee. See kinnard v Capital One, case # 5:24-cv-846-clm, wherein writing for the court honorable mr. cory l maze inferred federal home loan banks are debtors.

This unsettled cause ongoing since 2020, with many hours spent, countless reams of paper used in document preparation, travel back and forth, legal counsel, post office expense in administering to extinguish the debt.

Debtor/Trustee owed me a duty to perform upon my delivery, and their indorsement on the Note, but did fail to do so.

Venue and Jurisdiction is proper.

I am here to liquidate the claim with the Chapter 7 bankruptcy, but the court may correctly adjust the chapter best suited to settle my perfected claim as best it sees fit and other equitable relief I am entitled to.

Gratitude for your time.

date:

by: ruth t. mclean, grantee, I.S.
ruth t. mclean, agent.

EXHIBIT 1

OWNERSHIP OF PROPERTY WITH

AFFIDAVIT OF TITLE

SELLER(S) AFFIDAVIT OF TITLE

STATE OF New Jersey }
 : ss.
 COUNTY OF Middlesex }

CERTIFIED TO BE A TRUE COPY

PATRICIA J. EHRHART say(s) under oath:

1. **Representations.** If only one person signs this affidavit the words "we", "us" and "our" shall mean "I", "me" and "my". The statements in this affidavit are true to the best of our knowledge, information and belief.

2. **Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today we will reside at 17306 Pinewater Drive, Lewes, Delaware 09958.

3. **Ownership and Possession.** We are the only owner of property located at Lot 143, Block 2501 in the Township of Plainsboro, County of Middlesex and State of New Jersey - called "this property".

We now sell this property to RUTH T. McLEAN, called "the Buyer".

We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since May 24, 1993. We have never used the property for rental or business purposes. Since then no one has questioned our ownership or right to possession. We have never owned any property which is next to this property. Except for our agreement with the Buyer, we have not signed any contracts to sell this property. We have not given anyone else any right concerning the purchase or lease of this property.

4. **Improvements.** No additions, alterations or improvements are now being made or have been made to this property during the past six (6) months. We have always obtained all necessary permits and Certificates of Occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past 90 days. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

5. **Liens or Encumbrances.** We have not allowed any interests (legal rights) to be created which affect our ownership or use of this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt. No one has any security interest in any personal property or fixtures on this property. I hereby certify that there are no recognizances filed against me, either as principal or surety, or against the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against me by the New Jersey Division of Motor Vehicles. All liens (legal claims, such as judgments) listed on the judgment search conducted by Charles Jones (No. 735-7403-20) dated October 21, 2016, are not against us, but against others with similar names.

6. **Marital History and Child Support.** (check where appropriate)

XX We are not married.

— This property has never been occupied as the principal matrimonial residence of affiant. (If it has, or if it was acquired before May 28, 1980, each spouse must sign the mortgage and affidavit (N.J.S.A. 3B:28-2,3). Our complete marital history is listed above.

XX Our complete marital history is listed below under paragraph number 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

XX There are no outstanding child support orders or judgments against deponents.

— There is a child support order against deponent, bearing Doc. No. _____, however, all payments are current as of this date.

7. **Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this mortgage. This includes all liens or mortgages which are not being paid off as a result of this sale, as well as marital information not particularly set forth in paragraph 6 above.

I was divorced in 1986. My maiden name was Patricia J. Smith. This property was never used as a marital residence.

8. **Reliance.** We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s) will rely on our truthfulness and the statements made in this affidavit.


 PATRICIA J. EHRHART

Signed and Sworn to before me this
9 day of November, 2016.


 NOTARY PUBLIC

KRISTEN H. HAMILTON
 Notary Public State of New Jersey
 NO. 2408115
 Commission Expires May 02, 2021

EXHIBIT 2.

SECURITY INTEREST IN TITLE AS GRANTOR/GRANTEE.

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
- ☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- ☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, we will charge a late fee of 5% of the principal and interest portion of your payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

- ☒ do not have a negative amortization feature.

Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

143 Hampshire Dr
Plainsboro, NJ 08536

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- ☐ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
		You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- ☒ will not have an escrow account because ☒ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$10,696.80	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$650.00				
01	% of Loan Amount (Points)					
02	Loan Origination Fee	650.00				
03						
04						
05						
06						
07						
B. Services Borrower Did Not Shop For		\$511.25				
01	Appraisal Fee to D & V Appraisals, LLC		400.00			
02	Credit Report Fee to Credit Plus	28.00				
03	Flood Zone Certification to CoreLogic	7.25				
04	Tax Service Fee to CoreLogic	78.00				
05						
06						
07						
C. Services Borrower Did Shop For		\$3,768.50				
01	Survey Fee to Brunswick Surveying	625.00				
02	Title - Abstract or Title Search to Cortes & Hay Title Agency	100.00				
03	Title - Attorney Fee to Amrill Salcedo-Alonzao	1,475.00				
04	Title - Courier Fee to Flood, O/N, Photo and wire	65.50				
05	Title - Name Check to Cortes & Hay Title Agency	24.50				
06	Title - Prelim/Final Title Report to Tideland	25.00				
07	Title - Settlement/Closing Fee - Borrower to Cortes & Hay Title Agency	325.00				
08	Title - Tax Certificate to Cortes Hay Title Agency	30.50				
09	Title - Title Examination to Cortes & Hay Title Agency	100.00				
10	Title - Title Insurance - lender to Cortes & Hay Title Agency, Inc.	988.00				
D. TOTAL LOAN COSTS (Borrower-Paid)		\$4,929.75				
Loan Costs Subtotals (A + B + C)		4,929.75	400.00			
Other Costs						
E. Taxes and Other Government Fees		\$318.00				
01	Recording Fees Deed:\$100.00 Mortgage:\$173.00	318.00				
02						
F. Prepays		\$692.80				
01	Homeowner's Insurance Premium (12 mo.) to AAA Mid-Atlantic Insurance Group		624.00			
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (\$16.88 per day from 11/21/2016 to 12/01/2016)	168.80				
04	Property Taxes (mo.)					
05						
G. Initial Escrow Payment at Closing		\$0.00				
01	Homeowner's Insurance					
02	Mortgage Insurance					
03	Property Taxes					
04						
05						
06						
07						
08	Aggregate Adjustment					
H. Other		\$3,514.18				
01	HOA Capital Contribution to Hampshire at Princeton	500.00				
02	HOA Processing Fee to Assessment fee for December	290.00				
03	HOA Transfer to Closing Admin Fee to RCP Management	300.00				
04	Property Taxes payable at closing to 1st 1/4 taxes to Plainsboro Township	1,673.18				
05	Title - Owner's Title Policy (optional) to Cortes & Hay Title Agency, Inc.	751.00				
06						
07						
08						
I. TOTAL OTHER COSTS (Borrower-Paid)		\$4,524.98				
Other Costs Subtotals (E + F + G + H)		4,000.98	524.00			
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$9,454.73				
Closing Costs Subtotals (D + I)		8,530.73	924.00			
Lender Credits						



Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$9,854.00	\$9,454.73	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$924.00	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$170,500.00	\$170,500.00	NO
Deposit	-\$3,500.00	-\$3,500.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	\$846.73	YES • See details in Sections K and L
Cash to Close	\$176,854.00	\$176,377.46	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$349,877.46
01 Sale Price of Property	\$340,500.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$8,530.73
04	
Adjustments	
05 Principal Reduction	
06 Construction Funds Held	
07 Builder Draw	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes 11/21/16 to 12/31/16	\$749.73
09 County Taxes to	
10 Assessments to	
11 HOA Dues 11/21/16 to 11/30/16	\$97.00
12 to	
13 to	
14 to	
15 to	
L. Paid Already by or on Behalf of Borrower at Closing	\$173,500.00
01 Deposit	\$3,500.00
02 Loan Amount	\$170,000.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06 Housing Finance Corp Grant	
07	
Adjustments	
08 Escrow Servicing Credit	
09 Bond/DPA Funds (lender advanced)	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15 to	
16 to	
17 to	
CALCULATION	
Total Due from Borrower at Closing (K)	\$349,877.46
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$173,500.00
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$176,377.46

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$340,500.00
01 Sale Price of Property	\$340,500.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12 to	
13 to	
14 to	
15 to	
16 to	
N. Due from Seller at Closing	
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17 to	
18 to	
19 to	
CALCULATION	
Total Due to Seller at Closing (M)	\$340,500.00
Total Due from Seller at Closing (N)	
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$340,500.00



Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$284,201.05
Finance Charge. The dollar amount the loan will cost you.	\$111,896.55
Amount Financed. The loan amount available after paying your upfront finance charge.	\$167,205.95
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	3.751%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	64.277%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Gateway Mortgage Group, LLC		Berkshire Hathaway home service fox & r	Berkshire Hathaway Home Services fox & r	Cortes & Hay Title Agency, Inc.
Address	67 Walnut Ave., Ste. 310 Clark, NJ 07066		44 Princeton Hightstown Road Princeton Junction, NJ 08550	44 Princeton Hightstown Road Princeton Junction, NJ 08550	110 Main Street Flemington, NJ 08822
NMLS ID	7233				
NJ License ID			8542253		8058067
Contact	Dorothy Clavin		Regina Daniels	Regina Daniels	Kim Taylor
Contact NMLS ID	287224				
Contact NJ License ID	9935299		8542253	8542253	
Email	Dorothy.Clavin@gatewayloan.com		gina.daniels@foxroach.com	gina.daniels@foxroach.com	kim@corteshay.com
Phone	(908) 409-0336		(609) 799-2022	(609) 799-2022	(908) 782-8850

Other Disclosures**Appraisal**

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Ruth T McLean 11/21/16
Ruth T McLean Date

Co-Applicant Signature

Date



NMLS# 7233 ; Originator: Dorothy Clavin, NMLS# 287224

H01 Property Taxes payable at closing: 1st 1/4 taxes to Plainsboro Township

Borrower: \$1,673.18
Seller:
Lender:
Third Party:

H02 Title - Owner's Title Policy (optional): Cortes & Hay Title Agency, Inc.

Borrower: \$751.00
Seller:
Lender:
Third Party:

The CLOSED LOAN FILE must be received by our office following the closing for review prior to us authorizing recording of the documents. You are authorized to record and disburse funds when you are in a position to issue your extended coverage ALTA Lenders policy of title insurance in the amount of the loan, insuring the enclosed Deed of Trust/Mortgage to be a First Lien or charge upon the real property described therein, subject only to the following exceptions numbered:

The Title Policy must contain endorsements

This loan must record on or before November 21, 2016. Lender is to be at no expense in this transaction.

Gateway Mortgage Group, LLC reserves the right to cancel or amend the terms of this loan and/or instructions at any time prior to recordation of our Mortgage/Deed of Trust.

Other Conditions:

Prior To Funding~Max Seller concessions allowed per contract is \$ 0.00 , which is equal to or less than the maximum allowable 9 %.

Prior To Funding~VVOE expires: N/A Update VVOE if expires prior to Closing (the date the docs are signed). Must be dated within 10 days of closing.

Prior To Funding~No cash back to borrower; Funds to close not to exceed \$ 177660.24
Includes DPA/Gift funds, if applicable.

Prior To Funding~Earnest Money of \$ 3500 receipted by Title Co. UW verified \$ 3500 earnest money as funds for closing.

Prior To Funding~Appraisal expires on 02 - 24 -2017. Update of value will be required if loan closing will occur after this date and must be ordered prior to the expiration date.

Prior To Funding~Final 1003 to be signed by borrower(s). Upload signed/signed copies in BYTE. Loan Officer must wet sign the final 1003 on Bond and Jumbo transaction. Final 1003 may be forwarded to settlement for borrower's signature.

Prior To Funding~AKA Signature Affidavit(s) required for borrower(s).

Prior To Funding~Here are the credit expiration dates for this file. If this file doesn't close and fund by these dates, updated documentation must be provided and the file resubmitted back to underwriting for review.

Credit: 01/09/2017

Income: N/A

Assets: 01/30/2017

Appraisal:

02/24/2017

Prior To Funding~Bond Loans - Signed copy of the survey or survey waiver.

Prior To Funding~T/C TO PREPARE THE WARRANTY DEED.



NMLS# 7233 ; Originator: Dorothy Clavin, NMLS# 287224

Closing Instructions

Gateway Mortgage Group, LLC

244 South Gateway Place, Jenks, OK 74037-3448 PHONE: 877-406-8109

Date: November 9, 2016
Settlement Agent: Cortes & Hay Title Agency, Inc.
110 Main Street
Flemington, NJ 08822

Attn: Kim Taylor
- Phone: 908-782-8850
- Fax: 908-782-1998

Mortgagor(s): Ruth T McLean

Property: 143 Hampshire Dr
Plainsboro, NJ 08536

Mailing Address: 2814 Ravens Crest Drive
Plainsboro, NJ 08536

Loan No.: 13111969
Title Order #: ORN6872
Escrow Order #: ORN6872

Case No.:
Loan Officer: Dorothy Clavin
Loan Amount: \$170,000.00
Interest Rate: 3.625%
Loan Type: Conventional
P & I: \$775.29
Sales Price: \$340,500.00
First Payment: January 1, 2017
Last Payment: December 1, 2046
Term: 360
Disbursing Date: November 21, 2016
Closing Date: November 21, 2016
Wire Amount: \$169,238.75

Documents for the above referenced borrowers are attached. All other items enclosed are to be properly executed (and notarized where required) and copies conformed and returned to this office with a signed copy of these instructions. DO NOT CHANGE any documents without our specific approval. Borrowers must sign exactly as their names are shown. Return all executed original documents and provide copies to borrowers.

Loan Fees:

Line #	Paid To/Other Comments	At Closing	Before Closing
A02	Loan Origination Fee: Gateway Mortgage Group, LLC - 0.38%	Borrower: \$650.00 Seller: Lender: Third Party:	
B01	Appraisal Fee: D & V Appraisals, LLC	Borrower: \$400.00 Seller: Lender: Third Party:	
B03	Credit Report Fee to Credit Plus: Credit Plus	Borrower: \$26.00 Seller: Lender: Third Party:	
B04	Flood Zone Certification to CoreLogic: CoreLogic Flood Services	Borrower: \$7.25 Seller: Lender: Third Party:	
B05	Tax Service Fee: CoreLogic	Borrower: \$78.00 Seller: Lender: Third Party:	
C01	Survey Fee: Brunswick Surveying	Borrower: \$625.00 Seller: Lender: Third Party:	



EXHIBIT 3.

EVIDENCE CONTRUCTION LOAN/PERSONAL USE.

PAYMENT SHOCK LETTER

Property Address: **143 Hampshire Dr**
Plainsboro, NJ 08536

If construction of your home that secures this loan was not completed as of the last ad valorem tax adjustment date, your property taxes for this period may have been assessed based on the lower unimproved, or partially improved, market value of your property as of that date.

In that case, your property taxes for subsequent tax period, when assessed based on the fully improved market value of your home, will be significantly greater and your monthly escrow deposits for property taxes you are required to make to your escrow account will significantly increase. Please ask your lender or the loan servicer for an estimate of the amount by which your monthly escrow deposits may increase as of the next tax adjustment period.


To avoid, or minimize a deficiency occurring in your account for the following tax adjustment periods, your lender or the loan servicer may elect to analyze your escrow account when your property is first assessed based on its fully improved market value. In that case, you will then be sent a "short year" annual escrow account statement showing the estimated property taxes based on the property's fully improved market value and indicating the new amount of monthly deposits you will be required to make to your escrow account over the ensuing 12-months to reserve for taxes, insurance, and other charges on the property.

In addition to an increase in your regular monthly escrow deposits that will result from the new assessment on your property (based on its then fully improved market value), you also may be required to make additional deposits into your escrow account if this analysis indicates a shortage or deficiency in the amounts needed to disburse payments for property taxes, insurance, and other escrow items when due.

The amounts your lender or the loan servicer may require that you deposit in your escrow account and the disposition of any surplus, or deficiency in the balances of your escrow account that may occur from time to time are subject to the controlling provisions of the Real Estate Settlement Procedures Act of 1974 and its implementing regulations ('RESPA'). Please refer to your mortgage, deed of trust, or other security instrument for the terms and conditions of your agreement with the lender regarding the maintenance of your escrow account.

I/WE, THE UNDERSIGNED BORROWER(S), UNDERSTAND THAT THE REAL ESTATE TAXES COLLECTED BY VARIOUS STATE AND LOCAL AUTHORITIES ON THE PROPERTY (REFERENCED ABOVE), WHICH WE ARE FINANCING, HAVE BEEN BASED ON UNIMPROVED LAND AND/OR REFLECT OTHER TYPES OF TAX EXEMPTIONS FOR WHICH I MAY NOT QUALIFY, AND THAT THIS MAY RESULT IN A LOWER THAN NORMAL TAX AMOUNT REFLECTED ON MY ESCROW DISCLOSURE STATEMENT AND IN MY MONTHLY PAYMENT. I/WE UNDERSTAND THAT WE MAY NOT QUALIFY FOR THE SAME EXEMPTIONS AS THE PREVIOUS OWNER AND/OR THAT THE PROPERTY TAX MAY BE REVALUED BY THE TAXING AUTHORITIES ONCE IMPROVEMENTS HAVE BEEN ADDED.

I/WE FURTHER UNDERSTAND THAT, WHILE THE LENDER MUST BASE OUR CURRENT ESCROW ACCOUNT COLLECTION ON THE LOW TAX AMOUNT CURRENTLY AVAILABLE, THIS TAX MAY CHANGE SOMETIME IN THE NEAR FUTURE. I/WE UNDERSTAND THAT THIS CHANGE IN THE PROPERTY TAX MAY INCREASE OUR MONTHLY PAYMENT AND THAT THE INCREASE MAY BE QUITE SIGNIFICANT. I/WE MAY, ALSO, BE ASKED TO SUPPLEMENT OUR ESCROW ACCOUNT TO COVER ANY SHORTAGE WHICH HAS OCCURRED.


Ruth T McLean

11/21/16
Date

Date

NMLS# 7233 ; Originator: Dorothy Clavin, NMLS# 287224

Loan Number: 13111969

MORTGAGE LOAN COMMITMENT

Date: November 21, 2016

Borrower Name(s): Ruth T McLean

Property Address: 143 Hampshire Dr
Plainsboro, NJ 08536

Lender: Gateway Mortgage Group, LLC
244 South Gateway Place
Jenks, OK 74037-3448
877-406-8109

It is a pleasure to notify you that your application for a First mortgage loan has been approved subject to the following matters set forth below.

AMOUNT, TERMS AND FEES

Loan Type: **Conventional**
Amount of Loan **\$170,000.00**
Loan Origination Fee **\$650.00**
Loan Discount Fee **\$0.00**
Lenders Inspection Fee **\$0.00**
Mortgage Insurance **\$0.00**
Application Fee **\$0.00**
Assumption Fee **\$0.00**

Loan Purpose: **Purchase**
Contract Interest Rate **3.625%**
Annual Percentage Rate **3.751%**
Appraisal Fee **\$400.00**
Credit Report Fee **\$26.00**
Non-Refundable Stand-by Fee \$
(Please Remit)

Commitment Expires:
☐ Balloon

REPAYMENT TERMS

☒ Standard Fixed Payment Mortgage
To be repaid in 360 equal ☒ monthly ☐ biweekly installments of \$775.29
including ☐ interest only ☒ principal and interest with the first installment due approximately 30 days
after date of settlement.

☐ Renegotiable Rate Mortgage
To be repaid in consecutive equal monthly installments of \$ including interest for the
Initial Loan Term of years. The above stated Contract Interest Rate shall be subject to
revision at the end of the Initial Loan Term and all subsequent renewal terms, subject to the limitations in
the Disclosure you received at application date.

☐ Graduated Payment Mortgage
To be repaid in the manner and amounts as specified in the Disclosure you received at application date.
☐ Adjustable Rate Mortgage
To be repaid in the manner and amounts as specified in the Disclosure you received at application date.
The above stated Contract Interest Rate shall be considered the "Initial Interest Rate" only.

EVIDENCE OF TITLE

The following Evidence of Title is to be provided to the Lender and must indicate no liens, encumbrances,
or any adverse covenants or conditions to title unless approved by Lender. The Evidence of Title must be
issued from a firm or source, and in a form acceptable to Lender.

☐ Mortgage Title Guarantee Policy ☐ Abstract of Title
☐ Torrens Title Guarantee Policy ☐ Lawyers Opinion of Title

Borrower will be charged for the cost of providing such title and the cost of recording documents, all of
which will be ordered by Lender unless requested otherwise.



NMLS# 7233 ; Originator: Dorothy Clavin, NMLS# 287224

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**ADDITIONAL
REQUIRED ITEMS
OR CONDITIONS**

All Items Checked ☐ Below Apply:

- ☐ Signed Sales Contract - required
- ☐ Plat of survey, acceptable to Lender, showing the improvements to be properly within the lot lines and no encroachments on other properties - required.
- ☐ Copy of Present Evidence of Title showing Legal Description needed.
- ☐ The attached list of repairs is to be completed prior to settlement or an escrow in the amount of \$ will be held until the work is satisfactorily completed.
- ☐ We will pay out on the Loan upon completion of the building, subject to a satisfactory Compliance Inspection Report by our Appraiser and a Certificate of Occupancy from the Governing Municipality.
- ☐ A Contractor's Statement and Supporting Waivers of Lien are to be provided.
- ☐ Flood Insurance Mandatory

**BALLOON
MATURITY**

A balloon loan matures before the loan is fully amortized. The balance of the loan will be due in a lump sum payment at maturity.

**FIRE AND
EXTENDED
COVERAGE
INSURANCE**

At the time of settlement we will require an original insurance policy containing fire and extended coverage insurance in an amount at least equal to that of the mortgage through a company acceptable to Lender, and a receipt showing premiums paid in advance for one year. The insurance policy shall also contain a standard mortgage clause in favor of Lender.

**FmHA, FHA OR VA
INSURED LOANS**

Loan Commitments issued for these types of mortgage loans are subject to all the terms and conditions of the FmHA or FHA commitment; or the VA certificate of reasonable value, as well as the rules and regulations of the Farmers Home Administration or the Department of Veterans Affairs.

**FLOOD
INSURANCE**

If the "Flood Insurance Mandatory" box was checked, this property has been determined to be in an area which has a special flood hazard. Federal law requires that flood insurance, available through any agent, be written in either the maximum amount available or the loan balance, whichever is the lesser. This insurance will be mandatory until this loan is paid in full. By signing and accepting this commitment you acknowledge that the property securing this loan is in an area identified as having a special flood hazard and agree to these insurance requirements.

**TAX AND
INSURANCE
PAYMENTS**

Monthly deposits, and initial deposits as determined by Lender, are required to cover the payment of estimated annual real estate taxes, special assessments and, if applicable, FHA or Private Mortgage Insurance Premiums. Lender may also require additional deposits for hazard or other insurance if required for this loan. Such deposits are to be placed in a separate escrow or impound account.

**SPECIAL
ASSESSMENTS
DOCUMENTATION**

All unpaid and future special assessment installments must be paid in full prior to, or at time of settlement.

CANCELLATION

The mortgage or deed of trust, note and other pertinent loan documents will be provided by Lender and must be signed by all applicants that are to be contractually liable under this obligation. Further, the mortgage or deed of trust, must also be signed by any non-applicant spouses if their signature is required under state law to create a valid lien, pass clear title, or waive inchoate rights to property. Note: Samples of loan documents are available upon request.

**NON-
REFUNDABLE
STANDBY FEE**

The Lender reserves the right to terminate this commitment prior to the settlement of the loan in the event of an adverse change in your personal or financial status, or the improvements on the property are damaged by fire or other casualty.

This commitment will become effective upon compliance with the terms herein and the receipt of your check in the amount of the non-refundable standby fee. It is understood and agreed that if this mortgage loan is not settled in accordance with the terms and conditions of this commitment, the Lender shall retain this fee as earned charges for the origination and approval of this loan.

MORTGAGE LOAN COMMITMENT



NMLS# 7233 ; Originator: Dorothy Clavin, NMLS# 287224

Loan Number: 13111969

ADDITIONAL CONDITIONS FOR CONSTRUCTION LOANS

**CONSTRUCTION
LOANS: ONE
PAYOUT AND
MULTIPLE
PAYOUT**

Improvements are to be built in a good and workman-like manner in strict accordance with plans and specifications furnished Lender and in compliance with applicable building codes. After completion, said improvements shall be approved by a representative of Lender and an occupancy permit issued by local municipality. Any changes, whether they be additions, deletions, or alterations, of the plans and specifications, must be approved in writing by Lender in order that this loan commitment remain in effect.

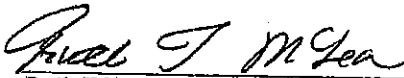
**CONSTRUCTION
LOANS:
MULTIPLE
PAYOUT**

~~Evidence must be submitted that the net proceeds of our loan are sufficient to complete the construction of the building, free and clear of all claims of Mechanic's Liens for labor and material. All disbursements will be made upon the order of the borrower upon presentment of proper waivers of lien, subject to compliance inspections by the Department of Veterans Affairs, the Federal Housing Administration, or Lender, not to exceed 80% of the value of the work done, and subject to the Lender having in its possessions at all times an amount of undisbursed loan proceeds at least equal to the amount required to complete the improvements.~~

INSTRUCTIONS

Please sign and return Lender's copy of this Commitment, along with any required fees and items requested, to the lender at the: ☐ above address ☐ following address, within _____ days of date hereof, or at the option of Lender, this Commitment shall become null and void.

I (We) hereby accept the terms and conditions of this Commitment.


Ruth T McLean

11/21/16
Date

Date

COMMITMENT ISSUED BY:

Authorized Signature

Date





Customer Service Contact Information:

PNC Bank, B6-YM07-01-7
PO Box 1820
Dayton, OH 45401-1820
1-800-822-5626

Date: October 14, 2024

RUTH T MCLEAN
PO BOX 137
PLAINSBORO, NJ 08536-0137

Subject: **Please update insurance information for**
143 HAMPSHIRE DR
PLAINSBORO, NJ 08536-0000

Dear RUTH T MCLEAN:

Because we did not have evidence that you had condo unit betterments and improvements insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is scheduled to expire. **Because unit owners insurance is required on your property, we intend to maintain insurance on your property by renewing or replacing the insurance we bought.**

The insurance we buy:

- Will cost an estimated \$2,026.00 annually, which may be significantly more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

If you buy unit owner insurance, you should immediately provide us with your insurance information. All you need to do is ask your insurance agent to include the loan number and property address above on a copy of your new/renewal policy or notice of reinstatement and mail it with a Mortgagee Clause/Lender's Loss Payable Endorsement as soon as possible. You/your agent can mail a copy of your declarations page evidencing insurance coverage to our lender loss payee/mortgagee clause address:

PNC BANK, NA
ISAOA, ATIMA
P O BOX 7433
SPRINGFIELD, OH 45501-7433

Loan Number: 1000583850

Or, you may upload your hazard insurance coverage online at www.mycoverageinfo.com/pnc.

If you have any questions, please contact us at 1-888-229-5429.

Sincerely,

PNC Insurance Department

Please review the additional important information contained on the following pages of this letter.

